

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

A101-2007 v.1.0 (4-20-09) City

AGREEMENT made as of the ____ day of February in the year 2010
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

City of Frisco
6101 Frisco Square Blvd.
5th Floor
Frisco, TX 75034

and the Contractor:
(Name, address and other information)

Estrada Concrete Company, LLC
Attn: Francisco Estrada
1623 Garza Avenue
Dallas, TX 75216

for the following Project:
(Name, location and detailed description)

ARBJ File: Frisco 870008 0472 Parks (Lebanon Road Trail Project)
Lebanon Road and Warren Parkway, Frisco, Texas
Trail Infill (Various Locations)

The Architect:
(Name, address and other information)

Studio 13 Design Group
Attn: Leonard Reeves
1740 Midway Road
Lewisville, TX 75056

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Int.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The commencement date will be fixed in a notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ninety (90) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Provisions are described in the A201 - 2007 v: 1 (4-14-09) Frisco General Conditions of the Contract for Construction, provided by Owner, attached hereto and incorporated herein for all purposes.

TIME IS OF THE ESSENCE FOR THIS PROJECT and the Contractor will pay liquated damages of \$500.00 per calendar day for work that is not completed by the established completion date, which is 90 calendar days from the notice to proceed.

Upon completion of the work, the Contractor shall remove from the site all materials, tools and equipment belonging to the Contractor and leave the site with a clean, neat appearance acceptable to Owner.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Two Thousand Seven Hundred Twenty-nine Dollars and Fifty Cents (\$ 302,729.50), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any: As per City of Frisco Purchasing Division Revised Bid Form, Bid No 1012-017, attached hereto as Exhibit A and incorporated herein for all purposes.

(Identify and state the unit price, state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit
------	-----------------------	----------------

§ 4.4 Allowances included in the Contract Sum, if any: None.

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month; or as follows:

Int.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Twenty-fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty (20) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00%); Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00%);
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

None.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

Int.

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

The rate of interest computed in accordance with the provisions of Texas Government Code, Section 2251.025.

§ 8.3 The Owner's representative:

(Name, address and other information)

Dudley Raymond
6101 Frisco Square Blvd.

Init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1983, 1987, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:20:59 on 02/25/2010 under Order No.8678215296_1 which expires on 06/11/2010, and is not for resale.
User Notes:

(1161066292)

5th Floor
Frisco, TX 75034

§ 8.4 The Contractor's representative:
(Name, address and other information)

Francisco Estrada
Estrada Concrete Company
1623 Garza Avenue
Dallas, TX 74216

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

§ 8.6.1 CRIMINAL BACKGROUND Paragraph Intentionally Deleted.

§ 8.6.2 WORKING TIME AND WORKING RESTRICTIONS

§ 8.6.2.1 THE ENTIRE BUILDING IS TOBACCO-FREE AT ALL TIMES AND APPLIES TO ALL OCCUPANTS.

§ 8.6.2.2 Normal working hours and normal working days for Contractor's work on this Project shall be between 7:00 a.m. and 8:00 p.m., Monday through Friday, except as otherwise noted below. The Owner may require that certain limited portions of the Work be accomplished after normal working hours or other than on normal working days.

§ 8.6.2.3 Should Contractor desire to carry out portions of the Work at times other than between the hours and days stipulated above, he shall submit written request to do so to the Owner together with specific calendar days and hours he wishes to work and a description of the activities he proposes to carry out during those times. Construction activities will not be permitted at times other than those specified or subsequently approved in writing by the Owner. Only those activities specifically approved by Owner will be permitted during hours or on days other than those stipulated above.

§ 8.6.2.4 No extension of time will be granted and no "extra" or additional amount will be paid due to failure of Owner to approve performing of construction activities during hours other than those stipulated above.

§ 8.6.2.5 Work performed other than between 7:00 a.m. and 8:00 p.m., Monday through Friday, shall be done at no additional cost, whether work at other times is required by Owner or requested by Contractor and approved by Owner.

§ 8.6.2.6 If necessary in order to complete Work within time fixed in Contract or any extension thereof, Contractor shall request approval from Owner to perform work before 7:00 a.m. or after 8:00 p.m. or on weekends or holidays, and if Owner approves, shall perform work during such additional times and on such additional days as have been approved, at no additional cost to Owner. Work during such additional times and on such additional days shall continue only so long as is necessary to return work to on schedule or to complete the Work within the Contract Date.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

Init.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007 v: 1 (4-14-09) Frisco, General Conditions of the Contract for Construction provided by Owner.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
§ 9.1.4 The Specifications:	All specifications to which the "Contract and Bid Documents Trail Improvements – Lebanon Road & Warren Parkway Trail Infill", dated January 2010, prepared by Studio 13 Design Group, attached hereto as Exhibit B, refer.		

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit: Exhibit C.

(Table deleted)

§ 9.1.5 The Drawings:	All drawings to which the "Construction Plans Hardscape – Lebanon Road Trail Infill", prepared by Studio 13 Design Group, attached hereto as Exhibit C, refer.		
-----------------------	--	--	--

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit: Exhibit C.

(Table deleted)

§ 9.1.6 The Addenda, if any: Attached hereto as Exhibit D and incorporated herein for all purposes.

Number	Date	Pages
Addendum No. 2	1/22/2010	1
Addendum No. 3	02/11/2010	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

1. AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
2. Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

1. Owner's Request for Proposal
2. Contractor's Response to Request for Proposal

ARTICLE 10. INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(Paragraph deleted)

Type of Insurance or bond

Limit of liability or bond amount (\$ 0.00)

Init.

This Agreement entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

City of Frisco

Estrada Concrete Company

By:

OWNER (Signature)

(Printed name and title)

By:

CONTRACTOR (Signature)

FRANCISCO ESTRADA

(Printed name and title)

Init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:20:59 on 02/25/2010 under Order No.8678215295_1 which expires on 06/11/2010, and is not for resale.
User Notes:

(1181086282)

Additions and Deletions Report for AIA[®] Document A101[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:20:59 on 02/25/2010.

PAGE 1

A101-2007 v.1.0 (4-20-09) City

AGREEMENT made as of the _____ day of February in the year 2010

(Name, legal status, address and other information)

City of Frisco
6101 Frisco Square Blvd.
5th Floor
Frisco, TX 75034

(Name, legal status, address and other information)

Estrada Concrete Company LLC
Attn: Francisco Estrada
1623 Garza Avenue
Dallas, TX 75216

ARBJ File: Frisco 870008 0472 Parks (Lebanon Road Trail Project)
Lebanon Road and Warren Parkway, Frisco, Texas
Trail Infill (Various Locations)

(Name, legal status, address and other information)

Studio 13 Design Group
Attn: Leonard Reeves
1740 Midway Road
Lewisville, TX 75056

PAGE 2

The commencement date will be fixed in a notice to proceed.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ninety (90) days from the date of commencement, or as follows:

PAGE 3:

Provisions are described in the A201 – 2007 v: 1 (4-14-09) Frisco General Conditions of the Contract for Construction, provided by Owner, attached hereto and incorporated herein for all purposes.

TIME IS OF THE ESSENCE FOR THIS PROJECT and the Contractor will pay liquidated damages of \$500.00 per calendar day for work that is not completed by the established completion date, which is 90 calendar days from the notice to proceed.

Upon completion of the work, the Contractor shall remove from the site all materials, tools and equipment belonging to the Contractor and leave the site with a clean, neat appearance acceptable to Owner.

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Two Thousand Seven Hundred Twenty-nine Dollars and Fifty Cents (\$ 302,729.50), subject to additions and deductions as provided in the Contract Documents.

§ 4.3 Unit prices, if any: As per City of Frisco Purchasing Division Revised Bid Form, Bid No 1012-017, attached hereto as Exhibit A and incorporated herein for all purposes.

Item	Units and Limitations	Price Per Unit(\$-0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any: None.

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Twenty-fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty (20) days after the Architect receives the Application for Payment.

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00%);

...

None.

PAGE 5

[X] Litigation in a court of competent jurisdiction

The rate of interest computed in accordance with the provisions of Texas Government Code, Section 2251.025.

Dudley Raymond
6101 Frisco Square Blvd.
5th Floor
Frisco, TX 75034

PAGE 6

Francisco Estrada
Estrada Concrete Company
1623 Garza Avenue
Dallas, TX 74216

§8.6.1 CRIMINAL BACKGROUND Paragraph Intentionally Deleted.

§8.6.2 WORKING TIME AND WORKING RESTRICTIONS

§8.6.2.1 THE ENTIRE BUILDING IS TOBACCO-FREE AT ALL TIMES AND APPLIES TO ALL OCCUPANTS.

§8.6.2.2 Normal working hours and normal working days for Contractor's work on this Project shall be between 7:00 a.m. and 8:00 p.m., Monday through Friday, except as otherwise noted below. The Owner may require that certain limited portions of the Work be accomplished after normal working hours or other than on normal working days.

§8.6.2.3 Should Contractor desire to carry out portions of the Work at times other than between the hours and days stipulated above, he shall submit written request to do so to the Owner together with specific calendar days and hours he wishes to work and a description of the activities he proposes to carry out during those times. Construction activities will not be permitted at times other than those specified or subsequently approved in writing by the Owner. Only those activities specifically approved by Owner will be permitted during hours or on days other than those stipulated above.

§8.6.2.4 No extension of time will be granted and no "extra" or additional amount will be paid due to failure of Owner to approve performing of construction activities during hours other than those stipulated above.

§8.6.2.5 Work performed other than between 7:00 a.m. and 8:00 p.m., Monday through Friday, shall be done at no additional cost, whether work at other times is required by Owner or requested by Contractor and approved by Owner.

§8.6.2.6 If necessary in order to complete Work within time fixed in Contract or any extension thereof, Contractor shall request approval from Owner to perform work before 7:00 a.m. or after 8:00 p.m. or on weekends or holidays, and if Owner approves, shall perform work during such additional times and on such additional days as have been approved, at no additional cost to Owner. Work during such additional times and on such additional days shall continue only so long as is necessary to return work to on schedule or to complete the Work within the Contract Date.

PAGE 7

§ 9.1.2 The General Conditions are AIA Document A201-2007, A201-2007 v. 1 (4-14-09) Frisco, General Conditions of the Contract for Construction-Construction provided by Owner.

§ 9.1.4 The Specifications: All specifications to which the "Contract and Bid Documents Trail Improvements - Lebanon Road & Warren Parkway Trail Infill", dated January 2010, prepared by Studio 13 Design Group, attached hereto as Exhibit B, refer.

Title of Specifications exhibit: Exhibit C.

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings: All drawings to which the "Construction Plans Hardscape-- Lebanon Road Trail Infill", prepared by Studio 13 Design Group, attached hereto as Exhibit C, refer.

Title of Drawings exhibit: Exhibit C.

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any: Attached hereto as Exhibit D and incorporated herein for all purposes.

<u>Addendum No. 2</u>	<u>1/22/2010</u>	<u>1</u>
<u>Addendum No. 3</u>	<u>02/11/2010</u>	<u>2</u>

1. Owner's Request for Proposal

2. Contractor's Response to Request for Proposal

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

PAGE 8

This Agreement entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

City of Frisco

Estrada Concrete Company

By: _____

By:  _____

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:20:59 on 02/25/2010 under Order No. 8678215296_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

(Title)

(Dated)

EXHIBIT A



CITY OF FRISCO PURCHASING DIVISION

REVISED BID FORM

CITY OF FRISCO PROJECT NUMBER GE09-0012

Bid Number 1012-017

"Lebanon Road & Warren Parkway – Trail Infill"

Description	Units	Budgeted Qty.	Unit Cost	Extended Cost	Delivery (in days)
8' wide x 4' depth concrete trail	SF	37,000	3.3	122,100	
6' wide x 4' depth concrete trail	SF	20,000	3.3	66,000	
5' wide x 4' depth concrete trail	SF	4,000	3.3	13,200	
4' wide x 4' depth concrete trail	SF	2,000	3.3	6,600	
Barrier-free ramps	EA	10	700	7,000	
Gravity retaining wall	LF	640	17	9,180	
12"-18" depth toe wall	LF	1,400	10	14,000	
Concrete infill	SF	7,815	3.3	25,789 ⁵⁰	
Bermuda sod	SY	2,100	3.5	7,350	
Remove & Dispose of existing Guard Rail	EA	1	100	100	
Remove & Dispose of existing planting - Field verify quantity	EA	1	100	100	
Metal Safety Hand Rail	LF	18	45	810	
Pipe Hand Rail – atop toe wall	LF	1,400	20	28,000	
Sign Relocation	EA	Est. 10	10	100	
Remove & Dispose of existing concrete sidewalk	SF	600	.50	250	
Silt Fence	LF	2000	1	2,000	
Tree Protection	EA	3	50	150	
GRAND TOTAL —					

302,719⁵⁰

Measurement and payment for the various bid items will be made in accordance with the item as set up in the Bid. Quantities stated in the Bid are approximate and are to be used only as a basis for estimating the probable cost of work. The Contractor will only be paid for the actual amount of work done and the material furnished. The Contractor will make no claim for damages, restocking or anticipated profits caused by any differences found between the quantities of work actually done and the estimated quantities in the Bid. The Owner also reserves the right to delete portions of this project. If a portion of work is deleted, no claim can be filed for damages, restocking or anticipated profits. Any quantities added to this project will be paid for at the unit price bid for that item.

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

ESTRADA CONCRETE COMPANY LLC
Name of Bidder: _____
Address of Bidder: 1623 GARZA AVE DALLAS TX 75216
Telephone Number: 469-877-6635 Fax: 214-372-5623
E-mail address: estradafrancisco@stbcglobal.net
By: Francisco Estrada (print name) Cash Discount Terms: _____
Title: PRESIDENT Federal ID #/SSN #: 26-0535796
Signature: [Signature]

Acknowledgement of Addenda: #1 FF #2 FF #3 FF #4 _____ #5 _____

Vendors who may have already submitted a bid and feel this addendum may change their bid price, may pick up their bid, and return it by the closing date. If picking up the bid is not feasible, any new bid submitted by your firm will supersede one previously submitted.

Acknowledge receipt of this addendum by initialling in the appropriate space on the bid document.

Sincerely,

Jean Stellatella
Buyer
City of Frisco

EXHIBIT B

**CONTRACT AND BID DOCUMENTS
TRAIL IMPROVEMENTS
LEBANON ROAD & WARREN PARKWAY
TRAIL INFILL
CITY OF FRISCO, TEXAS**

January, 2010

**OWNER: City of Frisco
6101 Frisco Square Blvd.
Frisco, Texas 75034
972-292-5540
Attention: Tom Johnston C.P.M.**

**LANDSCAPE ARCHITECT: Studio 13 Design Group
1740 Midway Road
Lewisville, Texas 75056
(469) 635-1900
Attention: Leonard Reeves**



**Studio 13 Design Group, PLLC.
1740 Midway Rd.
Lewisville, Texas 75056
469-635-1900**

STUDIO 13 Project No. FRI000

TABLE OF CONTENTS
"Lebanon Road & Warren Parkway – Trall Infill"
City of Frisco, Texas

Title Page
 Project Directory

<u>Section</u>	<u>No. of Pages</u>
DIVISION – City of Frisco	
• General Information	2 Pages
• Bonding Requirements	1 Page
• General Conditions of Bidding	7 Pages
• City of Frisco Contractor Insurance Requirements	3 Pages
• Supplemental Information	7 Pages
• Scope of Work	1 Page
• Working Standards	1 Page
• City of Frisco Bld Form	2 Pages
DIVISION 0	
Section 00100 Instructions to Bidders	3 Pages
Section 00485 Warranty	1 Page
Section 00500 Standard Forms	1 Page
Section 00700 General Conditions	1 Page
Section 00710 Supplementary Conditions	3 Pages
Section 00800 Supplementary Conditions of Contract	7 Pages
DIVISION 1	
Section 01025 Measurement and Payment	2 Pages
Section 01030 Alternates	1 Page
Section 01200 Project Meetings	3 Pages
Section 01340 Shop Drawings, Product Data and Samples	6 Pages
Section 01400 Testing Laboratory Services for Sitework	2 Pages
Section 01580 Facilities Project Notification Sign Specification	1 Page
Section 01700 Contract Closeout	4 Pages
Section 01710 Cleaning	2 Pages
Section 01720 Project Record Documents	3 Pages
DIVISION 2	
Section 02050 Demolition	2 Pages

DIVISION 2

Section 02200	Site Grading	5 Pages
Section 02245	Finish Grading	3 Pages
Section 02370	Erosion Control Mat	2 Pages
Section 02810	Automatic Irrigation System	9 Pages
Section 02820	Turfgrass Planting	4 Pages

DIVISION 3

Section 03100	Concrete Formwork	7 Pages
Section 03200	Concrete Reinforcement	3 Pages
Section 03250	Concrete Accessories	4 Pages

DIVISION 4

Section 04100	Masonry Mortar and Grout for Stone Work	2 Pages
Section 04400	Stone Masonry	4 Pages

ACCESSIBILITY GENERAL NOTES

1. All accessible routes and ramps shall conform to the 1993 Americans with Disabilities Act.
2. Public accessible routes shall not have a running slope greater than 1:20 and cross slope greater than 1:48.
3. Ramps shall not have a running slope greater than 1:12 and a cross slope greater than 1:52.
4. Handrails will be required if ramp is longer than 72 inches with a maximum running slope of 1:12.

OWNER/DEVELOPER:
CITY OF FRISCO
PARKS AND RECREATION DEPT.
6726 WALNUT STREET
FRISCO, TEXAS 75034
PH. (972) 292-6516
CONTACT: WES HICKS

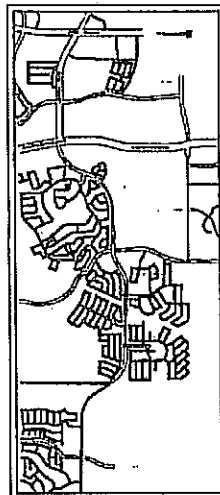
LANDSCAPE
ARCHITECT:
STUDIO 13 DESIGN GROUP, PLLC.
705 MIDWAY ROAD
LEWISVILLE, TEXAS 75056
PH. (469) 535-1900
CONTACT: LEONARD W. REEVES.

CONSTRUCTION PLANS

HARDSCAPE

~LEBANON ROAD TRAIL INFILL~

CITY OF FRISCO
COLLIN COUNTY, TEXAS
City Project #CE09-0012

LOCATION MAP
 107-115-11

SECRET INDEX

11	OVERALL TRAIL PLAN
12	TRAIL LOCATION PLAN
13	TRAIL LOCATION PLAN
14	TRAIL LOCATION PLAN
15	TRAIL LOCATION PLAN
16	TRAIL LOCATION PLAN
17	TRAIL LOCATION PLAN
18	TRAIL LOCATION PLAN
19	TRAIL LOCATION PLAN
20	TRAIL DETAILS
21	TRAIL DETAILS
22	CITY OF FUSCO NOTES
23	TRAIL GRADING PLAN
24	TRAIL GRADING PLAN
25	TRAIL GRADING PLAN
26	TRAIL GRADING PLAN
27	TRAIL GRADING PLAN
28	TRAIL GRADING PLAN
29	TRAIL GRADING PLAN
30	TRAIL GRADING PLAN
31	TRAIL GRADING PLAN
32	TRAIL GRADING PLAN
33	TRAIL GRADING PLAN
34	TRAIL GRADING PLAN
35	TRAIL GRADING PLAN
36	TRAIL GRADING PLAN
37	TRAIL GRADING PLAN
38	TRAIL GRADING PLAN
39	TRAIL GRADING PLAN
40	TRAIL GRADING PLAN
41	TRAIL GRADING PLAN
42	TRAIL GRADING PLAN
43	TRAIL GRADING PLAN
44	TRAIL GRADING PLAN
45	TRAIL GRADING PLAN
46	TRAIL GRADING PLAN
47	TRAIL GRADING PLAN
48	TRAIL GRADING PLAN
49	TRAIL GRADING PLAN
50	TRAIL GRADING PLAN
51	TRAIL GRADING PLAN
52	TRAIL GRADING PLAN
53	TRAIL GRADING PLAN
54	TRAIL GRADING PLAN
55	TRAIL GRADING PLAN
56	TRAIL GRADING PLAN
57	TRAIL GRADING PLAN
58	TRAIL GRADING PLAN
59	TRAIL GRADING PLAN
60	TRAIL GRADING PLAN
61	TRAIL GRADING PLAN
62	TRAIL GRADING PLAN
63	TRAIL GRADING PLAN
64	TRAIL GRADING PLAN
65	TRAIL GRADING PLAN
66	TRAIL GRADING PLAN
67	TRAIL GRADING PLAN
68	TRAIL GRADING PLAN
69	TRAIL GRADING PLAN
70	TRAIL GRADING PLAN
71	TRAIL GRADING PLAN
72	TRAIL GRADING PLAN
73	TRAIL GRADING PLAN
74	TRAIL GRADING PLAN
75	TRAIL GRADING PLAN
76	TRAIL GRADING PLAN
77	TRAIL GRADING PLAN
78	TRAIL GRADING PLAN
79	TRAIL GRADING PLAN
80	TRAIL GRADING PLAN
81	TRAIL GRADING PLAN
82	TRAIL GRADING PLAN
83	TRAIL GRADING PLAN
84	TRAIL GRADING PLAN
85	TRAIL GRADING PLAN
86	TRAIL GRADING PLAN
87	TRAIL GRADING PLAN
88	TRAIL GRADING PLAN
89	TRAIL GRADING PLAN
90	TRAIL GRADING PLAN
91	TRAIL GRADING PLAN
92	TRAIL GRADING PLAN
93	TRAIL GRADING PLAN
94	TRAIL GRADING PLAN
95	TRAIL GRADING PLAN
96	TRAIL GRADING PLAN
97	TRAIL GRADING PLAN
98	TRAIL GRADING PLAN
99	TRAIL GRADING PLAN
100	TRAIL GRADING PLAN

LANDSCAPE NOTES:

- [illegible]

[illegible]

STUDIO 13
PRODUCTION GROUP

EXHIBIT D



PROGRESS IN MOTION

CITY OF FRISCO PURCHASING DIVISION

January 22, 2010

Addendum #2

This Addendum super cedes all information in Addendum #1

Bid # 1012-017

LEBANON/WARREN ROAD TRAIL INFILL

CHANGE TO OPENING DATE

ADDITIONS TO SCOPE OF WORK & NEW BID FORM

OPENING DATE:

FROM: FEBRUARY 9, 2010 @2:00 PM CST

TO: FEBRUARY 16, 2010 @2:00 PM CST

ADDITIONS TO SCOPE OF WORK:

Stone Retaining Wall located at Lebanon Road & Teel Parkway will be constructed utilizing a chopped Millsap stone with gray mortar.

Silt Fence will be required at +/- 500 LF East & West on the North and South side of Lebanon Road at the bridge crossing, West of 4th Army Road.

Tree Protection will be provided at 3 locations. The trees protected will be verified at the Pre-Bid Meeting.

Inlet Protection will be required at any inlet adjacent to work, if work is not completed within 3 days of grading. This is considered an incidental cost.

Millsap Stone for Gravity Retaining Wall

Selected Contractor will be responsible for traffic control plan submitted to the city for review & approval.



PROGRESS IN MOTION

CITY OF FRISCO PURCHASING DIVISION

February 11, 2010

**Addendum #3 - Bid # 1012-017
LEBANON/WARREN ROAD TRAIL INFILL**

NEW BID FORM – THE REVISED BID FORM MUST BE USED FOR SUBMITTALS. BIDS SUBMITTED ON BID FORMS OTHER THAN THIS BID FORM WILL AUTOMATICALLY BE REJECTED.

OPENING DATE: FEBRUARY 16, 2010@2:00 PM CST – This addendum does not change the due date.

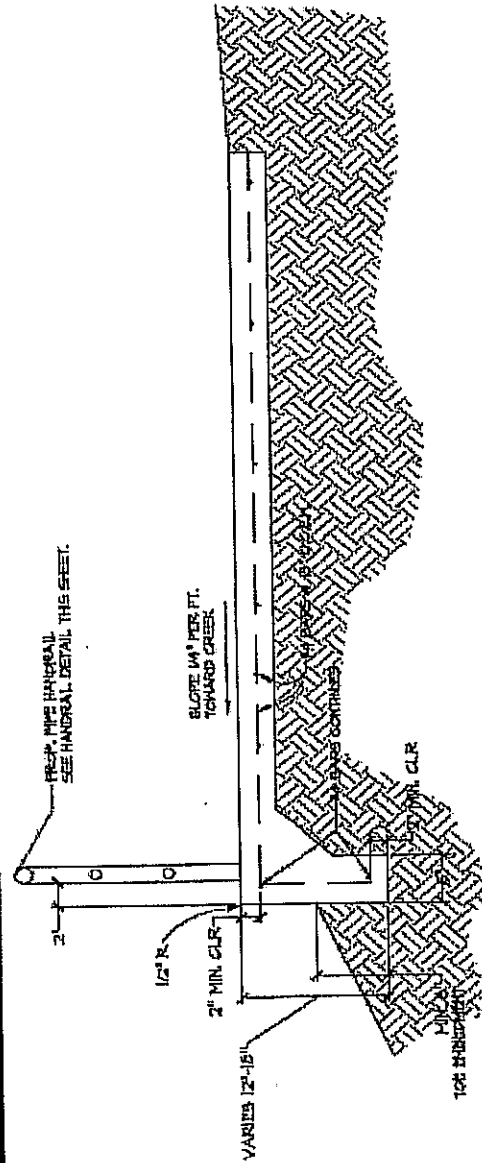
ADDITIONS TO SCOPE OF WORK:

Revised quantities on bid form.

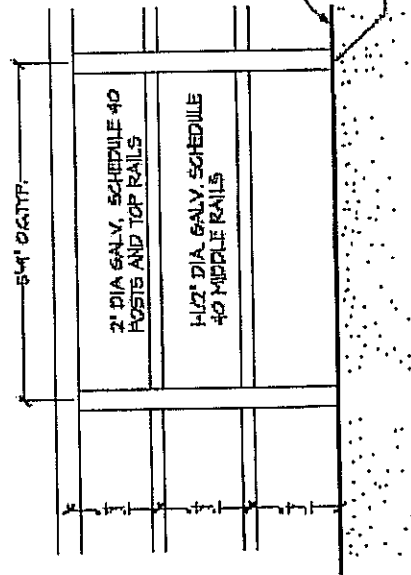
Handrail to have 2" diameter, schedule 40 top rail and post and 1-1/2" diameter, schedule 40 middle rails. Refer to detail 2/A3 attached with this addendum.

Revised toe wall detail to be variable depth between 12" and 18" with a minimum embed of 6". The wall width to be 6". Refer to detail 1/A3 attached with this addendum.

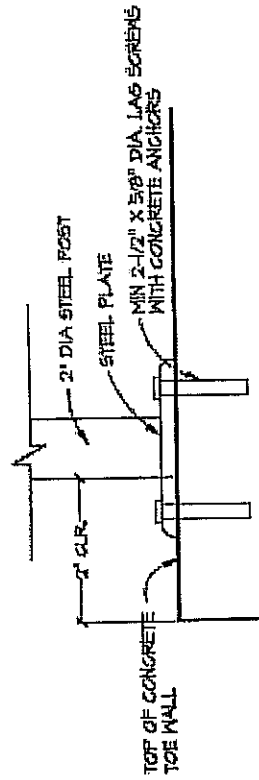
Revised handrail connection to be anchored to top of toe wall with lag bolts. Refer to detail 3/A3 below.



1 SIDEWALK W/ TOE WALL
A3 SECTION
NOT TO SCALE



2 HANDRAIL TRAIL SHELF CONNECTION
A3
NOT TO SCALE



3 HANDRAIL CONNECTION
A3
NOT TO SCALE

	ADDENDUM #3
CONSTRUCTION DETAILS CITY OF FRISCO PARKS AND RECREATION DEPARTMENT	
A3	